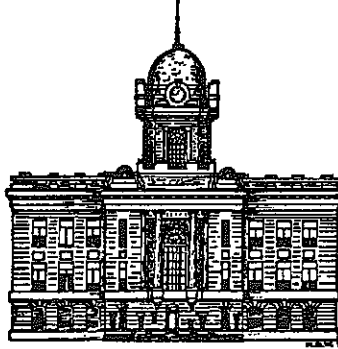


Jasper County, Iowa

Joe Brock

Denny Carpenter

Dennis Stevenson



Board of Supervisors

Courthouse

PO Box 944

Newton IA 50208

Phone 641-792-7016

Fax 641-792-1053

JASPER COUNTY BOARD OF SUPERVISORS AGENDA

www.co.jasper.ia.us

June 3, 2014

9:30 a.m.

- Item 1 Planning & Zoning – Larry Ryan**
 - a) Resolution Approving Termination and Vacation of Limited Use Easement**

- Item 2 Information Systems – Celia Robertson**
 - a) Request approval to purchase 2nd Production Unit for Server Virtualization**

- Item 3 City of Reasnor – Cliff Vos, Mayor**
 - a) Abatement of Property Taxes**

- Item 4 Community Services – Jody Eaton**
 - a) Central Iowa Community Services revised 28E**

- Item 5 Request for use of Courthouse lawn for Thanks With Franks on 9/4/2014**

- Item 6 Approval of Fireworks Permits**
 - a) Dennis Hammer Jr on 7/5/14**
 - b) Mike Herbold on 7/1/14 – 7/8/14**
 - c) Cory Wade on 7/4/15 & 7/5/14**

- Item 7 Approval of Board of Supervisors minutes for 5/27/2014**

- Item 8 Board Appointments**

PUBLIC INPUT & COMMENTS

JASPER COUNTY PLANNING AND ZONING

AGENDA REQUEST FOR JUNE 3, 2014

DATE: May 27, 2014

TO: Jasper County Board of Supervisors
Jasper County Courthouse, Room 203
Newton, Iowa 50208

RE: Termination of Limited Use Easement

Eloise Sward is asking for Jasper County to Terminate the Limited Use Easement that was placed on her property in 2003. The limited use easement allowed the original house to remain in addition to the new house that the Swards built. The old house has since been removed and the property is now in conformance with the county zoning ordinance. Mrs. Sward is selling the property and attorneys for the buyers are asking for the easement (which represents a cloud on the title) to be removed as the reason for the easement is now gone. Termination of the easement will insure that another new house will not be placed on the property which is consistent with the intent of the county zoning ordinance.

I would recommend that the Board of Supervisors terminate the Limited Use Easement.


Larry Ryan
Building Official

March 11, 2014

Larry Ryan, Administrator
Jasper County Planning and Zoning
County Annex Building
115 N 2nd Ave E
Newton, IA 50208

RE: Property located at 7179 E. 110th St. S., Sully, Iowa 50251

Dear Mr. Ryan:

In regards to the above referenced property; I would like to ask for the Limited Use Easement between Jasper County and my late husband (Robert E. Sward) and myself to be terminated. The easement was created after we built a new house on the same acreage as the original house. We left the original farm house standing and used it as rental property. The easement limited the use of the property to be no more than two residences.

The circumstances have now changed in that the old house is no longer standing and there is only one residence on the property. My husband passed away and I have moved out of the house located on this property. I am now in the process of selling the property and in order for the purchase to be completed, we need the easement terminated. According to our attorney and the buyer's mortgage company, the easement clouds the title.

We would like you to consider terminating the Limited Use Easement so I may sell the property located at 7179 E. 110th Street S., Sully, Iowa. If you agree to terminate the easement, I will instruct my attorney to prepare a mutual termination agreement for you to review.

Thank you for your consideration in this matter. If you have any questions, please contact my attorney, Paul Hietbrink, at 641-628-4513.

Sincerely,



Eloise Sward
Sward Family Trust
206 4th Street
Sully, IA 50251

-continued-



Limited Use Easement

THIS GRANT OF PERPETUAL LIMITED USE EASEMENT is made this _____ day of _____, 2003, by Sward Family Revocable Trust, ("Grantors"), having an address at 7179 East 110 St South, Sully, Iowa 50251, phone number 641-594-4391, in favor of, Jasper County, Iowa, having an address at Jasper County Courthouse, 101 First Street North, Newton, Iowa, 50208 ("Grantee").

WITNESSETH:

WHEREAS, Grantors are the record equitable titleholder(s) of real property described as follows:

Part of the Southwest Quarter of the Northwest Quarter of Section Thirty-one, Township 79 North, Range 17 West of the 5th P.M., Jasper County, Iowa, described as beginning at a point thirty feet North of the Southeast corner of the Southwest Quarter of the Northwest Quarter of said Section 31, thence North 430 feet, thence West 310 feet, thence South 430 feet, thence East 310 feet to the place of beginning, as recorded in Book 1106, Page 9, in the office of the Jasper County Recorder.

and incorporated by this reference (the "Property"); and

WHEREAS, in particular, the Property is adjoined with open space/agricultural use; and

WHEREAS, further development or improper use of the Property could have detrimental effects on the adjoining uses; and

WHEREAS, Grantors intend that the Property be used for two single family dwellings and/or open undeveloped space; and

WHEREAS, Grantors further intend, as owners of the Property, to convey to Grantee the right to limit the use of the Property for two single family dwellings and/or open undeveloped area in perpetuity; and

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Grantors hereby voluntarily grant and convey to Grantee a limited use easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

1. Purpose. It is the purpose of this Easement to assure that the Property will be used for two single family dwellings and/or open space. Grantors intend that this Easement will confine the use of the Property to such activities as are not inconsistent with the purpose of this Easement.

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To preserve and protect the limited use of the Property;

(b) To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement; provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantors, and Grantee shall not in any case unreasonably interfere with Grantors' use and quiet enjoyment of the Property; and

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in section 5.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

1. Commercial uses other than a home occupation as prescribed by the Jasper County Zoning Ordinance.
2. Construction or placement of any structure on the Property without the express written permission of the Grantee.
3. Subdivision of the Property for development purposes.

4. Reserved Rights. Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

5. Grantee's Remedies.

5.1 Notice of Violation; Corrective Action. If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

5.2 Injunctive Relief. If Grantors fail to cure the violation within thirty 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within the thirty (30) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

5.3 Damages. Grantee shall be entitled to recover damages for violation of the terms of this Easement or change to any limited use protected by this Easement. Without limiting Grantors' liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

5.4 Emergency Enforcement. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant change to the limited use of the Property, Grantee may pursue its remedies under this section 5 without prior notice to Grantors or without waiting for the period provided for cure to expire.

5.5 Scope of Relief. Grantee's rights under this section 5 apply equally in the event of either actual or threatened violations of the terms of this Easement. Grantors agree that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in paragraph 5.2, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section 5 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

5.6 Costs of Enforcement. All reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Easement shall be borne by Grantors; provided, however, that if Grantors ultimately prevail in a judicial enforcement action each party shall bear its own costs.

5.7 Forbearance. Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

5.8 Waiver of Certain Defenses. Grantors hereby waive any defense of laches, estoppel, or prescription.

5.9 Acts Beyond Grantors' Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement.

7. Costs, Liabilities, Taxes, and Environmental Compliance.

7.1 Costs, Legal Requirements, and Liabilities. Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantors remain solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

7.2 Taxes. Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority.

7.3 Representations and Warranties. Grantors represent and warrant that, after reasonable investigation and to the best of their knowledge:

(a) No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;

(b) There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

(c) Grantors and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;

(d) There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and

(e) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantors might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

7.4 Remediation. If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantors agree to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

7.5 Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantors' activities on the Property except as specified in this document, or otherwise to become an operator with respect to the Property.

7.6 Hold Harmless. Grantors hereby release and agree to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties.

7.7 Extinguishment. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

7.8. Subsequent Transfers. Grantors agree to incorporate the terms of this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

7.9. Estoppel Certificates. Upon request by Grantors, Grantee shall within twenty (20) days execute and deliver to Grantors, or to any party designated by Grantors, any document, including an estoppel certificate, which certifies, to the best of Grantee's knowledge, Grantors' compliance with any obligation of Grantors contained in this Easement or otherwise evidences the status of this Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantors request more current documentation, Grantee shall conduct an inspection, at Grantors' expense, within thirty (30) days of receipt of Grantors' written request therefor.

7.10. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, return receipt, to the addresses herein set forth, or to such other address as either party from time to time shall designate by written notice to the other.

7.11. Recordation. Grantee shall record this instrument in timely fashion in the official records of Jasper County, Iowa, and may re-record it at any time as may be required to preserve its rights in this Easement.

8. General Provisions.

8.1 Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Iowa.

8.2 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

8.3 Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

8.4 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

8.5 No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

8.6 Joint Obligation. The obligations imposed by this Easement upon Grantors shall be joint and several.

8.7 Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantors" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall include, respectively, the above-named Grantors and their personal representatives, heirs, successors, and assigns, and the above-named Grantee and its successors and assigns.

8.8 Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

8.9 Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

**Brown, Winick, Graves, Gross
Baskerville and Schoenebaum, P.L.C.**
ATTORNEYS AT LAW

616 FRANKLIN PLACE
PELLA, IOWA 50219

TELEPHONE: (641) 628-4513
FACSIMILE: (641) 628-8494

Office in Des Moines, Iowa

Paul D. Hietbrink
E-mail:
hietbrink@BrownWinick.com

May 21, 2014

Larry Ryan
Jasper County Zoning Administrator
115 N 2nd Ave. E
Newton, IA 50208

Re: Eloise Sward Property

Dear Larry:

Lori Zylstra advises that you can assist with the removal of the limited use easement that was imposed on the Sward acreage back when there were two residences located on the property.

I enclose an original signed Petition to Vacate and duplicate copies of a proposed Resolution, along with a transcript and a certificate to complete.

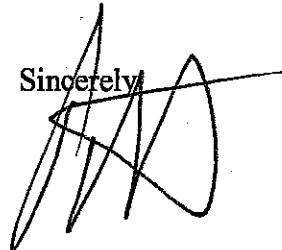
Please present to the Board.

Assuming the Board approves, then I need to have you to return an original Resolution, transcript, and certificate to me for recording.

The other copy of each document is for the county's records.

Thanks for your assistance.

Sincerely,



Paul D. Hietbrink

Cc: Lori Zylstra

PETITION TO THE JASPER COUNTY BOARD OF SUPERVISORS

Gentlemen:

The undersigned, The Sward Family Revocable Trust, being the owner of the following described real estate, situated in Jasper County, Iowa, to-wit:.

Part of the Southwest Quarter of the Northwest Quarter of Section 31, Township 79 North, Range 17 West of the 5th P.M., Jasper County, Iowa, described as beginning at a point 30 feet North of the Southeast Corner of the Southwest Quarter of the Northwest Quarter of said Section 31, thence North 430 feet, thence West 310 feet, thence South 430 feet, thence East 310 feet to the place of beginning, as recorded in Book 1106, Page 9, in the office of the Jasper County Recorder.

respectfully request that the Jasper County Board of Supervisors approve the termination and vacation of the Limited Use Easement recorded December 12, 2003, as Document #03-15605.

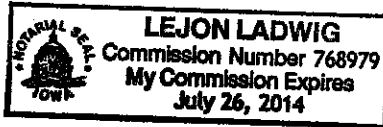
Dated at Sully, Iowa, this 15th day of April, 2014.

THE SWARD FAMILY REVOCABLE TRUST

By Eloise M. Sward, Trustee
Eloise M. Sward, Trustee

STATE OF IOWA, Jasper COUNTY, ss:

On this 15th day of April, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Eloise M. Sward, to me personally known, who, being by me duly sworn, did say that she is the Trustee of The Sward Family Revocable Trust; and she acknowledged the execution of said instrument to be the voluntary act and deed of the Trust, by it and by her voluntarily executed.



Lejon Ladwig
Notary Public
in and for the State of Iowa

RESOLUTION # _____
OF JASPER COUNTY BOARD OF SUPERVISORS
APPROVING TERMINATION AND VACATION
OF LIMITED USE EASEMENT

WHEREAS, The Sward Family Revocable Trust is the owner of certain real estate situated in Jasper County, Iowa, to-wit:

Part of the Southwest Quarter of the Northwest Quarter of Section 31, Township 79 North, Range 17 West of the 5th P.M., Jasper County, Iowa, described as beginning at a point 30 feet North of the Southeast Corner of the Southwest Quarter of the Northwest Quarter of said Section 31, thence North 430 feet, thence West 310 feet, thence South 430 feet, thence East 310 feet to the place of beginning, as recorded in Book 1106, Page 9, in the office of the Jasper County Recorder.

And:

WHEREAS, The Sward Family Revocable Trust has submitted a Petition seeking termination and vacation of the Limited Use Easement Limited Use recorded December 12, 2003, as Document #03-15605; and

WHEREAS, said Petition has been reviewed by the Jasper County Zoning Administrator and he has recommended granting said Petition; and

NOW, THEREFORE, BE IT RESOLVED by the Jasper County Board of Supervisors, that the Limited Use Easement recorded December 12, 2003, as Document 03-15605 is hereby terminated and vacated, effective immediately.

Joe Brock, Chairman
Jasper County Board of Supervisors

ATTEST:

Dennis Parrott, Jasper County Auditor

CERTIFICATE

We, Joe Brock and Dennis Parrott, being first duly sworn, do hereby depose and certify that we are, respectively, the duly elected or appointed, qualified and acting Chairman of the Board of Supervisors and County Auditor of the County of Jasper, in the State of Iowa; that as such we have in our possession or have access to the complete corporate records of said County, and that we have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all the corporate records of said County relating to the termination and vacation of the Limited Use Easement recorded December 12, 2003, as Document 03-15605, and that said transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed in relation to the termination and vacation of that Limited Use Easement.

Witness our official signatures and the corporate seal of said County of Jasper, Iowa, this ____ day of _____, 2014.

Joe Brock, Chairman
Jasper County Board of Supervisors

Dennis Parrott, Jasper County Auditor

STATE OF IOWA)
) ss.
COUNTY OF JASPER)

On this ____ day of _____, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joe Brock and Dennis Parrott, to me personally known, who, being by me duly sworn, did say that they are the Chairman of the Board of Supervisors and County Auditor, respectively, of the County of Jasper, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, as contained in Resolution # ____ adopted by the Board of Supervisors under Roll Call No. ____ of the Board of Supervisors on the ____ day of _____, 2014, and that Joe Brock and Dennis Parrott acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

_____, Notary Public
in and for said County and State

TRANSCRIPT OF BOARD OF SUPERVISORS PROCEEDINGS

The Board of Supervisors of Jasper County, Iowa, met in regular or special session pursuant to law and the rules of said Board of Supervisors, at the County Courthouse on _____, 2014. Chairman Joe Brock called the meeting to order and roll being called, there were present Supervisors _____

The Chairman presented read a petition from The Sward Family Trust. The petition requested that the Limited Use Easement recorded December 12, 2003, as Document 03-15605 be terminated and vacated.

After careful consideration of the matter, Supervisor _____ introduced Resolution # _____, entitled "Resolution of Jasper County Board of Supervisors Terminating and Vacating Limited Use Easement" and moved its adoption. Supervisor _____ seconded the adoption of the Resolution. The question of the adoption of said Resolution was submitted to the Board and upon roll call, the Supervisors voted as follows:

Ayes: _____

Nays: _____

Whereupon, the Chairman declared the attached Resolution duly passed and adopted.

On motion and vote, the meeting was later adjourned.

_____, Chairman

ATTEST:

Dennis Parrott, Jasper County Auditor



Date: May 28, 2014
 Expiration Date: June 25, 2014
 Quote Number: 3707 v1
 Payment Terms: Due Upon Receipt

Prepared For
 Jasper County, Iowa
 Ryan Eaton
 101 1st St N
 Newton, IA 50208
 reaton@co.jasper.ia.us

Ship To
 Jasper County, Iowa
 Ryan Eaton
 101 1st St N
 Newton, IA 50208

Prepared By
 Gregg Thompson
 2550 73rd Street
 Urbandale, IA 50322
 p. 515.422.9300
 f. 515.422.5544
 gthompson@ippathways.com

Description of Work NetApp Shelf Add for Court House

Notes

NetApp DS2246		Qty	Price	Extended
DS2246-R5	DS2246-R5	1		
X800E-R6	Power Cable North America,R6	2		
DS2246-1014-24S-QS-R5	DSK SHLF,24x600GB,10K,QS	1		
OS-ONTAP-CAP2-0P-QS	OS Enable,Per-0.1TB,ONTAP,Perf-Stor,0P,QS	144		
X5529A-R6	Rackmount Kit,Swift,4-Post,Square-Hole	1		
X6558-R6	Cable,SAS Cntrl-Shelf/Shelf-Shelf/HA,2m	2		
X6561-R6	Cable,Ethernet,2m RJ45 CAT6	2		
NetApp DS2246 Subtotal				\$23,733.14

8 Month Support		Qty	Price	Extended
CS-O2-NOINSTALL-4HR-VA	SupportEdge Premium 4hr Onsite, w/o Install,VA	1	\$719.10	\$719.10
8 Month Support Subtotal				\$719.10

Recap		Amount
NetApp DS2246		\$23,733.14
8 Month Support		\$719.10
Subtotal		\$24,452.24
Shipping		\$150.00
Total		\$24,602.24

Terms & Conditions:

IP Pathways quotes include applicable shipping charges. It is understood and agreed that an order cannot be cancelled except by mutual consent. Pricing is provided at today's current price. Prices are subject to change at any time, based on manufacturer and distribution pricing and availability. Balance is due upon receipt. The products described in this quote are sold subject only to warranties as are made by their respective manufacturers. IP Pathways quotes do not include applicable sales tax. Installation and any associated travel expenses are not included -- unless otherwise specified. All orders are subject to the terms and conditions of the IP Pathways' Master Customer Agreement.

Signature: _____ Date: _____



Jasper County Treasurer
 Doug Bishop
 PO Box 1387
 Newton, IA 50208
 (641) 792-7731
 dbishop@co.jasper.ia.us

**OFFICIAL NOTICE OF
 DELINQUENT TAXES**

IMPORTANT TAX INFORMATION ENCLOSED

CITY OF REASNOR
 CITY HALL
 PO BOX 68
 REASNOR, IA 50232

PARCEL NUMBER	
1811104009	
GRAND TOTAL	DUE BY
\$670.00	6/2/2014

****RETURN THIS PORTION WITH YOUR PAYMENT****

Notice of Tax Delinquency and Pending Tax Sale

You are hereby notified that the below described property is delinquent in the payment of property tax. Unless paid, said taxes may be sold at a tax sale held by the Jasper County Treasurer on June 16, 2014 commencing at 1:00. If your parcel is involved with a tax sale from prior year delinquent taxes, on May 15th the tax sale certificate holder becomes eligible to pay your taxes. This would change the amounts due and add additional amounts to the tax sale certificate. If the property taxes are sold and not redeemed following sale as provided in chapter 447 of the Iowa Code, the right to redeem expires and a tax deed for the parcel sold may be issued to the tax sale purchaser. Guaranteed funds required after May 16, 2014.

To avoid publication, taxes must be paid in the office by May 30, 2014
 In office payments must be paid on or before May 30, 2014
 Online Payments accepted at www.iowatreasurers.org
 Tax Sale/Redemptions MUST be in the office by May 30, 2014

Type Parcel Legal	District	Bill Number	Due Date	Tax Amount	Interest	Costs	Total Due	
2012 - Tax	RSMN	704140	9/30/2013	\$310.00	\$37.00	\$0.00	\$347.00	
2012 - Tax	RSMN	704140	3/31/2014	\$310.00	\$9.00	\$4.00	\$323.00	
				Total	\$620.00	\$46.00	\$4.00	\$670.00

1811104009
 ORIGINAL PLATNORTH 34' OF
 LOT 3 & ALL LOTS 4 & 5 BLK
 14 & WEST 30' LOT 9 BLK D &
 BEG NW COR LOT 5 BLK 14 S
 114' W 55.5' N 114' E 55.5' TO
 BEG

Deed Name(s): CITY OF REASNOR

Situs: 317 WEST ST

-continued-



Jasper County Treasurer
 Doug Bishop
 PO Box 1387
 Newton, IA 50208
 (641) 792-7731
 dbishop@co.jasper.ia.us

OFFICIAL NOTICE OF DELINQUENT TAXES

Shorttoney
U.S. Homes

IMPORTANT TAX INFORMATION ENCLOSED

CITY OF REASNOR
 309 WEST ST
 REASNOR, IA 50232

317?

PARCEL NUMBER		
1811105005	1811105013	1811105014
GRAND TOTAL	DUE BY	
\$388.00	6/2/2014	

****RETURN THIS PORTION WITH YOUR PAYMENT****

Notice of Tax Delinquency and Pending Tax Sale

You are hereby notified that the below described property is delinquent in the payment of property tax. Unless paid, said taxes may be sold at a tax sale held by the Jasper County Treasurer on June 16, 2014 commencing at 1:00. If your parcel is involved with a tax sale from prior year delinquent taxes, on May 15th the tax sale certificate holder becomes eligible to pay your taxes. This would change the amounts due and add additional amounts to the tax sale certificate. If the property taxes are sold and not redeemed following sale as provided in chapter 447 of the Iowa Code, the right to redeem expires and a tax deed for the parcel sold may be issued to the tax sale purchaser. Guaranteed funds required after May 16, 2014.

To avoid publication, taxes must be paid in the office by May 30, 2014.
 In office payments must be paid on or before May 30, 2014.
 Online Payments accepted at www.iowatreasurers.org
 Tax Sale Redemptions MUST be in the office by May 30, 2014.

Type Parcel Legal	District	Bill Number	Due Date	Tax Amount	Interest	Costs	Total Due
2012 - Tax	RSMN	725905	3/31/2014	\$5.00	\$1.00	\$4.00	\$10.00
				Total	\$5.00	\$1.00	\$4.00
1811105005 ORIGINAL PLATLOT 5 BLK D EX W 119' OF S 70'				Deed Name(s): CITY OF REASNOR			
2012 - Tax	RSMN	717047	3/31/2014	\$340.00	\$10.00	\$4.00	\$354.00
				Total	\$340.00	\$10.00	\$4.00
1811105013 ORIGINAL PLATLOTS 7 & 8 BLK 11				Deed Name(s): CITY OF REASNOR			
				Situs: 305 MAIN ST			
2012 - Tax	RSMN	700614	3/31/2014	\$19.00	\$1.00	\$4.00	\$24.00
				Total	\$19.00	\$1.00	\$4.00
1811105014 ORIGINAL PLATNORTH 3/4 OF LOT 6BLK 11				Deed Name(s): CITY OF REASNOR			

D
2
3
Lots

-continued-

Jemo



Jasper County Treasurer
Doug Bishop
PO Box 1387
Newton, IA 50208
(641) 792-7731
dbishop@co.jasper.ia.us

**OFFICIAL NOTICE OF
DELINQUENT TAXES**

IMPORTANT TAX INFORMATION ENCLOSED

% CALDWELL, RANDAL B
ATTORNEY FOR CITY OF REASNOR
PO BOX 726
NEWTON, IA 50208

PARCEL NUMBER		
1811152003	1811152005	1811152007

GRAND TOTAL	DUE BY
\$440.00	6/2/2014

****RETURN THIS PORTION WITH YOUR PAYMENT****

Notice of Tax Delinquency and Pending Tax Sale

You are hereby notified that the below described property is delinquent in the payment of property tax. Unless paid, said taxes may be sold at a tax sale held by the Jasper County Treasurer on June 16, 2014 commencing at 1:00. If your parcel is involved with a tax sale from prior year delinquent taxes, on May 15th the tax sale certificate holder becomes eligible to pay your taxes. This would change the amounts due and add additional amounts to the tax sale certificate. If the property taxes are sold and not redeemed following sale as provided in chapter 447 of the Iowa Code, the right to redeem expires and a tax deed for the parcel sold may be issued to the tax sale purchaser. Guaranteed funds required after May 16, 2014.

To avoid publication, taxes must be paid in the office by May 30, 2014.
In office payments must be paid on or before May 30, 2014.
Online Payments accepted at www.iowatreasurers.org
Tax Sale Redemptions MUST be in the office by May 30, 2014.

Type Parcel Legal	District	Bill Number	Due Date	Tax Amount	Interest	Costs	Total Due	
2012 - Tax	RSMN	702014	3/31/2014	\$155.00	\$5.00	\$4.00	\$164.00	
				Total	\$155.00	\$5.00	\$4.00	\$164.00
1811152003 ORIGINAL PLATLOTS 7 & 8 BLK 13 EXSOUTH 1/2 LOT 7VIN NO38997				Deed Name(s): CITY OF REASNOR	Situs: 603 MAIN ST			
2012 - Tax	RSMN	722789	3/31/2014	\$200.00	\$6.00	\$4.00	\$210.00	
				Total	\$200.00	\$6.00	\$4.00	\$210.00
1811152005 ORIGINAL PLATLOTS 3-4-5 BLK 13				Deed Name(s): CITY OF REASNOR	Situs: 615 MAIN ST			
2012 - Tax	RSMN	715727	3/31/2014	\$60.00	\$2.00	\$4.00	\$66.00	
				Total	\$60.00	\$2.00	\$4.00	\$66.00
1811152007 ORIGINAL PLATEAST 107 LOTS 1 & 2BLK 13				Deed Name(s): CITY OF REASNOR	Situs: 627 MAIN ST			

*White
Shadley
Stupkes
Conner*

**28E Agreement
for
Central Iowa Community Services**

This Agreement is made and entered into by, between and among the undersigned counties, each having adopted this Agreement by resolution of its board of supervisors, and hereby join together to voluntarily form a public body corporate and politic and separate legal entity under Iowa Code Chapter 28E, and amendments thereto, known as Central Iowa Community Services (the "Region").

SECTION 1: IDENTITY OF THE PARTIES

The undersigned counties are political subdivisions and constitute "public agencies" as defined in Iowa Code section 28E.2. The member counties are: Boone County, Franklin County, Hamilton County, Hardin County, Jasper County, Madison County, Marshall County, Poweshiek County, Story County and Warren County. County membership may, however, change from time to time as provided in this Agreement and the current member counties shall be referred to as the "member counties" or the "undersigned counties" in this Agreement.

SECTION 2: PURPOSE, GOALS AND OBJECTIVES

The member counties entered into this 28E Agreement to create a mental health and disability service region as described in the Iowa Code Section 331.438E (2012) to provide local access to mental health and disability services as defined in the regional management plan and to engage in any other related activity in which an Iowa 28E organization may lawfully be engaged.

SECTION 3: TERM AND TERMINATION

- 3.1 This Agreement shall be effective when the undersigned initial member counties, as listed in Section 1 execute this Agreement and this Agreement is filed with the Iowa Secretary of State as required by Iowa Code Section 28E.8 (2012) (the "Effective Date").
- 3.2 The term of this Agreement shall be perpetual unless terminated by a vote consisting of 2/3 of the governing board of directors. Assets of the Region as defined by the governing board shall be divided proportionately as determined by the Governing Board of Directors.

SECTION 4: GOVERNANCE

4.1 Governing Board Directors:

The Governing Board of Directors (the "Governing Board") shall contain the following Directors:

- Each member county shall appoint one of its supervisors from the County Board of Supervisors and alternates from the County Board of Supervisors to serve as a Director on the Governing Board. The Board of Supervisors of each member county shall select its Director and he or she shall serve indefinitely at the pleasure of the county appointing the Director, until a successor is appointed, or until the earlier death, resignation, or the end of such person's service as a county supervisor. Any Director appointed under this Section may be removed for any reason by the county appointing the Director, upon written notice to the Region's Board of Directors, which notice shall designate a successor Director to fill the vacancy. In the event the Director can't participate, an alternate will fill in for the Director.
- At least one individual who utilizes mental health and disability services, or is an actively involved relative of such an individual. This Director shall be appointed by the advisory committee as described in Section 4.6 of this agreement. This Director shall serve as an ex-officio, non-voting Director. This Director shall serve an initial term of one year, with appointments thereafter to be for two year terms.
- At least one individual representing service providers in the Region. This Director shall be appointed by the advisory committee described below. This Director shall serve as an ex-officio, non-voting Director. This Director shall be appointed to two year terms.

4.2 Director Vacancies

- County-Appointed Directors. If a vacancy occurs during the term of a county-appointed Director, due to death, resignation, or end of service as a county supervisor of such Director, an alternate shall assume the duties of the Director until the county Board of Supervisors appoints a new Director and alternates.
- Committee-Appointed Directors. If a vacancy occurs during the term of a committee-appointed Director, due to death or resignation of such Director, the vacancy shall be filled within thirty (30) days of its occurrence by the committee having the right of appointment. Such appointment to fill a vacancy shall become effective upon the approval of the Governing Board.

4.3 Voting Procedures for the Governing Board

A quorum must be present in order for the Governing Board to take action. A quorum shall consist of a majority of the county appointed Directors. The Governing Board shall take action by approval from the majority of the Directors present, except where specific voting thresholds are referenced in this document. Voting shall be done by roll call vote. Proxy voting will not be allowed.

4.4 Board Officers

The Governing Board shall organize itself and elect a Chair and Vice-Chair. The Governing Board Chair and Vice-Chair shall serve a two (2) year term. After the two year term of the Governing Board Chair has expired, the Vice-Chair shall assume the Chair position.

- The Chair shall preside at the Region's meetings.
- The Vice-Chair shall assist the Chair. During the temporary absence or disability of the Chair, the Vice-Chair shall discharge the duties of the Chair. Should the Chair be permanently absent or disabled, the Vice-Chair shall succeed to the office of the Chair. In the event that the alternate appears on behalf of the Chair, the Vice-Chair shall discharge the duties of the Chair, in lieu of the Chair alternate.
- The Chair shall designate a recording secretary. The recording secretary shall be responsible for meeting minutes.

4.5 Powers of the Governing Board

The Region shall be under the direction and control of the Governing Board. The Governing Board shall have each and all of the following powers:

- a) To contract with any public or private entity to provide all necessary services;
- b) To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
- c) To establish a system of accounting and budgeting, and a system for receiving payments;
- d) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement;
- e) To sue and be sued;
- f) To make and enforce bylaws or rules and regulations for the management and operation of the Region's business and affairs;
- g) To do and perform any acts authorized by the Code of Iowa, under, through or by means of its officers, agents and employees, or by contracts with any person or entity;
- h) To consult with representatives of Federal, State and local agencies and departments, and their officers and employees, and to contract with such agencies and departments;
- i) To receive funds from each Member county as set forth in this Agreement;
- j) To accept grants, contributions or loans from Federal, State or local agencies;
- k) To establish the times and places for business meetings and educational conferences, and set agendas for those meetings and conferences; and

- l) To exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

4.6 Appointment of Committees

Appointments to any committee of the region shall be made by action of the Governing Board.

The Region shall have an Advisory committee consisting of: individuals who utilize services or are actively involved relatives of such individuals; service providers; and regional governing board members.

Other committees may be created through action of the Governing Board.

4.7 Methods for Dispute Resolution

- a. Service Denial Disputes and Other Disputes

If a person or entity is denied funding for services from the Region, they may seek review of the funding decision as set forth in the regional management plan. Any aggrieved party may seek judicial review pursuant to Iowa Code Section 17A.

5. MEMBERS

5.1 Specification, Requirements, Obligations, Expectations of Member Counties

The member Counties agree to the following:

- To respond to reasonable requests to make local records available as allowed under federal, state and local laws to the Region for the purposes of this Agreement;
- To abide by decisions of the Governing Board;
- To cooperate with local, state and federal agencies as appropriate;
- To provide sufficient office space for the performance of administrative functions;
- To support the effective collaboration of other county functions as deemed appropriate;
- To provide county staff as agreed between the member county and the Governing Board beginning in fiscal year 2015;
- Beginning fiscal year 2015, to contribute the member county's maximum maintenance of effort under the Mental Health & Disability Fund 10 property tax levy or alternative levels established by state law unless otherwise specified by the Governing Board.

5.2 Decisions that Require a Member Vote

The following situations require that each member county have approval from their county Board of Supervisors before the Region may take any action:

1. Additional funds contributed to region in situations of budget shortfall within the region.
2. The approval of the Region's Original by-laws. (This does not include subsequent amendments to the original by-laws.)
3. The approval of the Region's Original Management Plan. (This does not include subsequent amendments to the Original Management Plan.)
4. Decisions regarding the Region incurring debt.
5. Any other decisions as determined by the Governing Board.

5.3 Member Voting Procedure

Any question related to the issues listed in Section 5.2 above may be presented to the Member Counties by resolution of the Governing Board by first adopting a recommendation on the issue and then submitting it to the individual member counties. A separate explanation of the reasons for the recommendation shall be included. Each member county desiring to vote upon the amendment shall do so by resolution of its Board of Supervisors and return of the same to Region's Governing Board Chair a certified copy of the resolution stating the County's vote within thirty (30) days of the date that the County received a copy of the proposal. If the amendment receives approval by majority of the votes, it shall become effective ten (10) days following the date the vote is tabulated.

5.4 Additional Member Counties

If a county wishes to become a member county of the Region after the Effective Date, the county must make a written request to the Governing Board. Such request will then be addressed through the Governing Board Voting Procedure set forth in Section 4.3. If a new county's request is approved through such procedure, such new membership will not become effective until the county provides a signature page to this Agreement and a resolution from its Board of Supervisors that it agrees to abide by the terms of this Agreement as set out herein and possess legal power and authority to do so.

5.5 Member County Withdrawal/Removal

a. Member County Withdrawal

Any member county, by resolution of its Board of Supervisors, may withdraw from the Region by giving written notice to the Governing Board of the Region no later than July 1 prior to the end of the fiscal year the withdrawal will be effective. Withdrawal shall not relieve the withdrawing member county of the obligation to pay its share of the expenses of the Region

incurred during the fiscal year in which the withdrawal occurs. Services of the Region shall continue to be provided to the withdrawing member county until the date of withdrawal, so long as such member county remains in good standing as provided in Section 5.6 below.

b. Member County Removal

In order to remove a member county from the region, a 2/3 vote of the Governing Board must vote to expel the member county from the region. Such vote shall take into consideration the best interests of the Region.

5.6. Suspension of Voting Rights and Services

During any period of delinquency by a county in the payment to the Region of any obligation, such county shall not be entitled to vote on matters coming before the Governing Board or the member counties unless such delinquency shall be waived for voting purposes by a 2/3 vote of the remaining members of the Governing Board.

For purposes of this section "delinquency" is defined as the member county's failure to contribute to the Region the maximum levy allowed by law and state equalization dollars.

During any period of delinquency, the clients of such member county will not suffer as a result.

6: STAFF

6.1 Selection process for Regional Administrator Team and CEO

The initial Regional Administrator Team shall consist of the County Central Point of Coordinator (CPC) from each member county and will be called Community Services Director from this point forward (hereinafter referred to as CSDs). The CSDs which make up the Regional Administrator Team shall remain employees of their respective counties. There will be a statement of understanding between the Governing Board and the individual county Boards of Supervisors that will identify the individual employee, the position to be filled, and the portion of the employee's wages and benefits that will be the responsibility of the Region. The Regional Administrator Team will present a recommendation for the Chair/CEO to the Governing Board. The Chief Executive Officer (CEO) shall be appointed by the Governing Board. The initial CEO shall be the CPC Administrator from one of the member counties. The CEO shall remain an employee of his or her respective county and shall report to the Region's Governing Board as outlined in the statement of understanding between the Governing Board and his or her member county Board of Supervisors. The CEO is the single point of accountability in the Region. The CEO shall assign the administrative responsibilities to the Regional Administrator Team to assure that each of the required functions are performed.

6.2 Performance Evaluation

Performance Evaluation of the CEO shall be conducted by the Governing Board annually.

6.3 General functions and responsibilities of staff

The CEO is the single point of accountability in the Region. Staff shall include one or more coordinators of services. Coordinators must have a bachelor's or higher degree in human services related or administrative related field. In lieu of a degree in administration, a coordinator may provide documentation of relevant management experience.

The Region intends to staff for functions and responsibilities such as the following, which shall include but not be limited to:

- a) Communications;
- b) Strategic Plan Development;
- c) Budget Planning and Financial Reports;
- d) Operations – personnel, benefits, space, training, etc.;
- e) Risk Management;
- f) Compliance and Reporting;
- g) Service Processing, Authorization and Access;
- h) Provider Network- development, contracting, quality and performance;
- i) Payment of Claims;
- j) Quality Assurance;
- k) Appeals and Grievances;
- l) Information Technology;
- m) Service Authorization;
- n) Eligibility Determination;
- o) Provider Payment;
- p) Contracting; and
- q) HIPAA oversight.

The Governing Board reserves the right to amend this list on its own motion without member approval as a non-substantive amendment as provided for in Section 8.1.

7. REGION FINANCES

7.1 Methods for Management & Expenditure of Funding

Methods for management and expenditure of funding shall be governed by the fiscal policies adopted by the Governing Board.

a. General

All funds received by the member counties for purposes related to the Region from any source are considered Regional funds whether in the Regional Pooled funds account or a member County's MHDS fund balance. A member county's MHDS fund balance includes all funds contained in a member County's Fund 10. Member Counties shall contribute to the Regional pooled fund. The frequency and methodology for determining the amount shall be determined by the Governing Board and shall be reflected in the fiscal policies. Regional funds shall be used to pay all costs of the Region. Said funds shall be managed by the CEO, or staff designated by the Region, in compliance with the law, direction from the Governing Board and documented in the fiscal policies. Pooled regional funds shall be administered by the fiscal agent subject to the provisions of the fiscal policies.

The fiscal agent of the Region shall be a member county designated by the Governing Board. The Governing Board shall enter into a fiscal agent contract with said County which shall list the terms and conditions for the Fiscal Agent.

b. Administrative Funding and Resources

Administrative duties performed by Regional Administrative staff shall be covered by the County employing said staff utilizing fund 10 dollars. Any other regional costs shall be paid from the Regional Account by the Fiscal Agent subject to the conditions laid out in the Fiscal Policies.

c. Use of Savings for Reinvestment

The Region shall comply with Chapters 12B and 12C of the Iowa Code for deposit and investment of Region funds. Through the Region's budgeting process, it shall strive to use surplus funds for the development of additional services.

7.2 Process for Initial Funding

On the date established by the Governing Board, each initial member county shall transfer a predetermined amount, (10% of projected ending FY 14 fund balance, not to exceed \$50,000), of their MHDS fund balance to the Region, with such funds to be collected and expended through the process described in Section 7.1(a). A member county's MHDS fund balance includes the fund balance, annual tax levy and any funding from the state related to services provided by or

purposes of the Region. If a county becomes a member of the Region after the established date, such county shall transfer the required amount of its MHDS fund balance to the Region.

7.3 Process for Annual Independent Audit

Accounts of the Region shall be audited annually by the certified public accountant certified in the state of Iowa that is retained by the county serving as fiscal agent of the Region.

8. SCOPE & AMENDMENTS

8.1 Amendments

If the Governing Board feels it is in the best interests of the Region for an amendment to be made to this 28E Agreement, the Governing Board shall have authority to amend this agreement by a majority vote of the Governing Board.

8.2 Entire Agreement

This Agreement and attachments hereto, any bylaws later enacted, and the regional management plan, represent the entire organizational documents of the Region.

8.3 Invalidity

If any one or more provisions of this Agreement is declared unconstitutional or contrary to law, the validity of the remainder hereof shall not be affected.

8.4 No Waiver

The waiver by any party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

SIGNATURE PAGE

IN WITNESS WHEREOF, _____ COUNTY EXECUTES THE
INTERGOVERNMENTAL AGREEMENT, CREATING
CENTRAL IOWA COMMUNITY SERVICES REGION.

BY: _____
(Print name)

Board of Supervisors, Chairperson

ATTEST: _____
(Print name)

County Auditor

ACKNOWLEDGMENT BY NOTARY

STATE OF IOWA)
)ss.
_____ COUNTY)

On this _____ day of _____, 2014, before me the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of _____ County, Iowa respectively; that the seal affixed hereto is the seal of said _____ County; that said instrument was signed and sealed on behalf of the said _____ County, Iowa, by authority of its Board of Supervisors and that said _____ and _____ as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

Notary Public In and For Said County
And State of Iowa

FIREWORKS PERMIT

I, Dennis W Hammer Jr, do request a fireworks permit for the following date July 5 2014, at the following address 7721 N 95th Ave W Baxter

Name of Event Hammer Family Fire works

The following person will have possession of and will discharge the fireworks

Dennis W Hammer Jr
(Name of person discharging fireworks)

Approved by Jasper County Board of Supervisors

(Signature-Board Chairperson)

(Date)

2014 MAY 23 AM 8:22
DENNIS W. PALMISTO
JASPER COUNTY AUDITOR

FILED

INDEMNIFICATION AGREEMENT

That Dennis W Hammer Jr for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event Hammer Family Fireworks, to be held on the following date July 5 - 2014,

does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant Dennis W Hammer Jr possessing and using fireworks

for the following event Hammer Family Fireworks,

on the following date July 5 2014,

Address 7721 N 95th Ave W

City and State Baxter Iowa

e-mail address jrhammer@gmail.com

Signature Dennis W Hammer Jr

Date of Application 5-23-14

ORIGINAL AUDITOR'S FILE
COPY TO SHERIFF
MAIL COPY TO APPLICANT (please note address if different)

FIREWORKS PERMIT

I, MIKE HERBOLD, do request a fireworks

permit for the following date 7-1-14 / 7-8-14

at the following address 4544 W. 66th ST S
NEWTON

Name of Event JULY 4th CELEBRATION

The following person will have possession of and will discharge the fireworks

MIKE HERBOLD

(Name of person discharging fireworks)

Approved by Jasper County Board of Supervisors

(Signature-Board Chairperson)

(Date)

2014 MAY 27 AM 8:30
JENNIS K. PARROTT
JASPER COUNTY AUDITOR

FILED

INDEMNIFICATION AGREEMENT

That MIKE HERBOLD for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event JULY 4th CELEBRATION

to be held on the following date 7-1-14 / 7-8-14,

does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant MIKE HERBOLD possessing and using fireworks

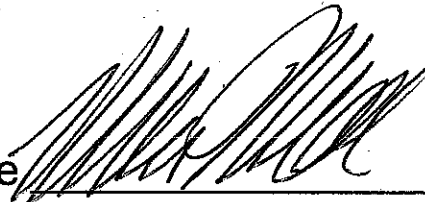
for the following event JULY 4th CELEBRATION,

on the following date 7-1-14 / 7-8-14,

Address 4544 W. 106th ST. S

City and State NEWTON, IA

e-mail address _____

Signature  _____

Date of Application 5-27-14

ORIGINAL AUDITOR'S FILE
COPY TO SHERIFF
MAIL COPY TO APPLICANT (please note address if different)

FIREWORKS PERMIT

I, CORY WADE, do request a fireworks

permit for the following date TESTING: JULY 4, 2014
JULY 5, 2014

at the following address 637 S. 44TH AVE W. NEWTON

Name of Event INDEPENDANCE DAY CELEBRATION

The following person will have possession of and will discharge the fireworks

CORY WADE
(Name of person discharging fireworks)

Approved by Jasper County Board of Supervisors

(Signature-Board Chairperson)

(Date)

2014 MAY 22 PM 4:04

DENNIS K. PARROTT
JASPER COUNTY AUDITOR

INDEMNIFICATION AGREEMENT

That CORY WADE for and in consideration of the issuance by the Jasper County Board of Supervisors of a fireworks permit for the following event INDEPENDENCE DAY CELEBRATION

to be held on the following date TESTING: JULY 4, 2014
JULY 5, 2014,

does hereby agree to hold harmless and indemnify Jasper County, its Officers, agents and employees from all manner of actions and causes of actions, claims and demands of every kind and nature whatsoever which may arise as a result of the

applicant CORY WADE possessing and using fireworks

for the following event INDEPENDENCE DAY CELEBRATION,

on the following date JULY 4, 2014 TESTING - JULY 5, 2014,

Address 637 S. 44TH AVE W

City and State NEWTON IOWA

e-mail address cwade536@yahoo.com

Signature Cory Wade

Date of Application 5-22-14

ORIGINAL AUDITOR'S FILE
COPY TO SHERIFF
MAIL COPY TO APPLICANT (please note address if different)

Tuesday, May 27, 2014 the Jasper County Board of Supervisors met in regular session at 9:30 a.m. with Supervisors Brock, Stevenson and Carpenter present and accounted for; Chairman Brock presiding.

Human Resource Director, Dennis Simon, presented to the Board a Resolution to create three full-time Deputy Sheriffs positions.

Motion by Stevenson, seconded by Carpenter to adopt Resolution 14-31 to create three full-time Deputy Sheriffs positions.

YEA: CARPENTER, STEVENSON, BROCK

A complete copy of the Resolution is on file in the Office of the Jasper County Auditor.

Engineer, Russ Stutt, asked the Board to revise the Jasper County 2014 Five Year Road Plan and D.O.T. budget for the County.

Motion by Stevenson, seconded by Carpenter to adopt Resolution 14-32 to amend and approve the 2014 Jasper County Five Year Road Program and the Iowa Department of Transportation Secondary Roads Budget.

YEA: CARPENTER, STEVENSON, BROCK

A complete copy of the Resolution is on file in the Office of the Jasper County Auditor.

Rex Heisdorffer asked the Supervisors to approve the application of EMS Systems Development Grant for FY2015.

Heisdorffer said that of the \$11,115 that would come to Jasper County, \$500 would be used to hire someone to develop a strategic plan, \$3,100 would be used for the "I am responding" software and \$7,515 would be used for integrated data collection software.

Motion by Brock, seconded by Stevenson to approve of the application for the FY2015 EMS Systems Development Grant.

YEA: CARPENTER, STEVENSON, BROCK

Motion by Carpenter, seconded by Stevenson to approve a liquor license for Sugar Grove Vineyards.

YEA: STEVENSON, CARPENTER, BROCK

Motion by Carpenter, seconded by Stevenson to approve Board of Supervisors minutes for May 20, 2014.

YEA: STEVENSON, CARPENTER, BROCK

There were no Board appointments.

The Jasper County Veterans Affairs Board led by John Billingsley, met with the Supervisors to discuss putting the Jasper County Veterans Affairs Administrator Chris Chartier in a salary classification. Human Resources Director, Dennis Simon, is to work with the Veterans Affairs Board and present a plan to the Supervisors at a later meeting.

Motion by Carpenter, seconded by Stevenson to adjourn the Tuesday, May 27, 2014 meeting of the Jasper County Board of Supervisors.

Dennis Parrott, Auditor

Joe Brock, Chairman